

Constitution of Yes Theory at Indiana University

Preamble

Inspired by Ammar, Matt, Thomas, and Derin creators of the Yes Theory YouTube channel, Yes Theory at Indiana University aims to spread the message of seeking discomfort. Yes Theory at Indiana University seeks to encourage individuals to say yes to new opportunities by participating in activities that will challenge individuals to break out of their comfort zone and challenge societal norms.

Article I: Membership

Any student attending Indiana University Bloomington is allowed to become a member of Yes Theory at Indiana University. New members will be recruited throughout the semester with no rigorous application process. The members will be required to pay dues of \$5 per semester. To be considered a member, you must attend four events throughout the semester, two of them must be mass member meetings. Attendance will be tracked by the secretary. The Executive Board holds the right to withdraw an individual's right to membership of the organization and will be required to state reasons for withdrawal for each case.

Article II: University Compliance

This organization shall comply with all Indiana University regulations, and local, state and federal laws.

Article III: Executive Officers

President: Required to be a member of Yes Theory at Indiana University for at least one year in order to be President. The President's responsibilities are as follows:

- Supervising officers
- Scheduling meetings
- Completing required University paperwork
- Setting short- and long-term goals for the organization
- Re-registering the organization every year
- Overseeing meetings
- Seeking events to partake in
- Contacting the right people when organizing an event
- Overseeing the budget and expenses recommended by the Treasurer

If the President wishes to resign, an election for the new President must be held immediately.

Vice President: Required to be a member of Yes Theory at Indiana University for at least one year in order to be President. The Vice President's responsibilities are as follows:

- Helping the President with their duties
- Developing agendas for meetings
- Maintain lists of organization members
- Helping President complete required University paperwork
- Seeking events to partake in
- Approving the budget and expenses recommended by the Treasurer

If the Vice President wishes to resign, they must tell the President as soon as possible.

Treasurer: Required to be a member of Yes Theory at Indiana University. The responsibilities for Treasurer are as follows:

- Developing and maintaining organization budget
- Depositing money into Yes Theory at Indiana University's Student Organization Account
- Maintaining records of organization spending
- Collect club dues
- Handling any purchases
- Seeking events to partake in

If the Treasurer wishes to resign, they must tell the President as soon as possible.

Marketing Director: Required to be a member of Yes Theory at Indiana University. The responsibilities for the Marketing Director are as follows:

- Running all of the social media for Yes Theory at Indiana University
- In charge of any videos made for Yes Theory at Indiana University
- In charge of promotions for Yes Theory at Indiana University
- Seeking events to partake in
- Approving the budget and expenses recommended by the Treasurer
- Overseeing activities of the Marketing Committee*

* The Marketing Committee engages in activities like social media management and photography.

If the Marketing Director wishes to resign, they must tell the President as soon as possible.

Secretary: Required to be a member of Yes Theory at Indiana University. The responsibilities for the Secretary are as follows:

- Keep notes of ideas and meetings
- Updating events and sending reminder messages for meetings via GroupMe
- In charge of the Yes Theory at Indiana University email
- Tracking club membership
- Seeking events to partake in
- Approving the budget and expenses recommended by the Treasurer

If the Secretary wishes to resign, they must tell the President as soon as possible.

Social Director: Required to be a member of Yes Theory at Indiana University. The responsibilities for the Social Director is as follows:

- Create events for the group in order for the group to know each other better
- Managing the small groups
- Approving the budget and expenses recommended by the Treasurer

Elections for each officer position will be held at the end of each year or if they fail to comply with their responsibilities. Officer vacancies are filled by a majority vote by the members of Yes Theory at Indiana University.

Article IV: Advisor

The advisor must be responsive when the President contacts him or her. The advisor can serve for as long as they are able. A President can have more than one advisor. If the advisor does not follow through with their job, the Executive Board will determine what actions need to be taken and state the reasons for doing so, and a new advisor can be chosen. The advisor will be voted out by the executive board and a new advisor will be chosen by a majority vote of the executive board. The President must contact the current advisor, telling them they can no longer hold that role.

Article V: Meetings

Regular meetings will occur throughout the month where we will plan, organize and discuss upcoming events or challenges. These meetings will be scheduled in advance and last roughly 1 hour each. Additional meetings will be held if necessary, all members are expected to contribute and participate. Mass meetings will take place once a month on the first week of the month with the other club events in the following weeks.

Article VI: Elections

Interviews for the President, Vice President, Treasurer, Marketing Director, Secretary and Social Director are held at the end of each year. The final decisions are made by the President and Vice-President, with tie breakers resolved through a vote from the rest of the board. The executive board decides new positions at the end of each academic year or if an executive board member steps away from their position before that time. If a member of the executive board wishes to return to their position the following year, a majority vote in order to be reinstated.

Article VII: Non-Hazing

Hazing is strictly prohibited. Hazing shall be defined as any conduct which subjects another person, whether physically, mentally, emotionally, or psychologically, to anything that may endanger, abuse, degrade, or intimidate the person as a condition of association with a group or organization, regardless of the person's consent or lack of consent.

Article VIII: Dues & Budgets

Dues are charged by the organization for membership. A \$5 due is collected each semester in order to gain the right to membership. The group can discuss how money should be spent, but the President and Treasurer make the final decision with the approval of the Executive Board. The Treasurer maintains the group's budget using Google Sheets, which is revised every semester. The dues will go to campus involvement activities to minimize the out-of-pocket cost for members.

Article IX: Finances

The Treasurer is in charge of financial affairs. Yes Theory at Indiana University will apply for a Student Organization Account. Once applied, the group will maintain the account and stay in accordance with the Student Organization Accounts office policies and procedures.

If the group dissolves, the Treasurer will go to Student Life and Learning to inquire what can be done with any remaining money.

Article X: Managing Risk

The Executive Board will evaluate and assess the logistics and risk of each challenge and determine whether to carry out the activity or not. If a challenge is deemed risky and the Executive Board decides to execute the challenge, each member including members of the Board will be required to fill a waiver form, stating that the member is aware of the potential risks. An additional waiver form needs to be completed upon membership to ensure that students are aware of the potential risks of club involvement (please view Appendix A).

Article XI: Personal Gain Clause

This organization, if raising funds, shall ethically raise and distribute profits from organizational functions to either the organization or to members who provide a service that directly benefits the organization. Individual members may not receive compensation from for-profit companies if acting as a representative of a student organization.

Article XII: Programs Involving Children

This organization, when working with children will be aware of and abide by the University's Programs Involving Children (PIC) Policy.

Article XIII: Amendments

All eligible voting members will be notified of proposed amendments at practices. A $\frac{3}{4}$ vote of members is required to ratify an amendment.

Appendix A:

YES THEORY CLUB AT INDIANA UNIVERSITY

MEMBERSHIP AGREEMENT, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

I, _____, hereby represent that I am over 18 years of age and have the capacity to enter into a contract. If I am under 18 years of age, I have had my parent or guardian read and sign the last page of this agreement.

1. Membership

I voluntarily elect to be a member of the Yes Theory Club ("Club"), a registered student organization at Indiana University. I agree to abide by and comply with the Club's policies, rules, regulations and expectations as set forth in the Club's constitution and bylaws, as the same may from time to time be amended. I also agree to abide by and comply with all rules, regulations and policies of Indiana University.

I will inform the officers of the Club of any violation of Club or University policy that I become aware of. Such violations include but are not limited to: participation in an illegal activity; illicit drug use; threat or use of violence; acts or speech which are abusive or displaying racial, ethnic, religious, or other discriminatory intent; and any violation of the Indiana University Code of Student Conduct.

I agree to provide emergency contact information that will be used in cases of emergency or at any time the Club's officers deem necessary for my safety and well-being.

I understand that my membership in the Club is completely voluntary and discretionary. If at any time the Club, through its officers, determines that my current or past behavior is incompatible with any of the Club's values, policies, rules or regulations, the Club may terminate my membership and participation with no notice or right of appeal. If the Club terminates my membership or participation, I agree to hold the Club and all agents of Indiana University harmless and free of any liability or claims which I could make under any law or University policy.

2. Waiver of Liability

In consideration of my participation in the Club and its activities, I hereby completely and forever release and discharge both the Club and Indiana University, and their agents, employees, officials, representatives, directors, officers, and trustees from any and all present and future claims of any kind, including negligence, for any property damage, personal injury, or wrongful death arising in any way from my participation in Club activities.

I also hereby voluntarily waive any and all claims, both present and future, which may arise in any way from my participation in Club activities, including but not limited to negligence, property damage, personal injury, and wrongful death.

3. Assumption of Risk

I understand that my participation in this Club will involve extensive physical activity. I assert and represent that I am in good health with no known health problems. I represent further that I will consult with my own physician regarding any concerns about my ability to participate in physical activities and will cease participation if needed. I will not take part in any of Club's activities under the influence of drugs or alcohol. Activities with the club may include, but are not limited to, the following: travel to, from, and during Club events and activities; physical activities (e.g. dancing, hiking, cliff-diving, bungee-jumping); camping; physical exertion such as lifting and moving heavy objects; fund-raising activities; and consumption of food and/or drink. I acknowledge that certain risks are inherent in any physical activity, and I knowingly and voluntarily assume them.

I understand that during my participation in the Club, I may be exposed to a variety of hazards and risks, both foreseen and unforeseen, which are inherent in attending events and in participating in activities which cannot be eliminated without defeating the purpose of the Club. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death. Specifically, these risks may include, but are not limited to, the following: driver error, including my own; adverse weather conditions; exposure to theft and other criminal activity; allergic reactions to food and/or drink; sprains; broken bones; cuts; bruises; entrapment; temporary or permanent disability; death; other physical, mental, and emotional injury; and other risks and dangers, whether known or unknown, reasonably foreseeable or unforeseeable. The Club has not tried to contradict or minimize my understanding of these risks, and I assume them as part of my voluntary Club participation.

I further understand that participation in Club activities will put me in physical proximity and contact with other participants, and I hereby knowingly and voluntarily consent to that physical contact, both intentional and inadvertent, as part of club activities.

I understand that my participation in the Club is entirely voluntary, and I may cease participating at any time. I am aware of and fully understand the scope of the activities and the risks involved in participation. I voluntarily agree to assume the risks of my participation in the Club, including the risk of catastrophic injury or death. I understand that as a consequence of assuming these risks, I agree to waive any right to seek compensation from the Club and/or University if they occur.

4. Indemnification Agreement

I also hereby agree to wholly release, **indemnify, and hold harmless** both the Club and Indiana University, and their agents, employees, officials, representatives, directors, officers, and trustees for any and all damages, injury, claims, actions, suits, procedures, costs, or

expenses incurred by me in my participation in Club activities. My agreement includes all claims, known or unknown, arising under any statute or common law principle.

5. Controlling Law

Indiana law will control any issues of validity or interpretation of this Agreement. Notwithstanding any other agreement I have signed related to the Club, I agree that I will file no action against either the Club or Indiana University, or against either's agents, employees, officials, representatives, directors, officers, or trustees, in any court other than the Circuit Court of Monroe County, Indiana.

The Club intends this Agreement to be as broad and inclusive as permitted by law. If any provision or any part of any provision of this Agreement proves invalid or legally unenforceable for any reason, the remainder of the Agreement will remain valid and enforceable.

I have read this form and fully understand that by signing this form I am giving up legal rights and/or remedies that might otherwise be available to me.

I have read this entire document, I fully understand it, and I agree to be bound by it.

Name of Participant (Print)

Signature of Participant

Date

If under 18 years of age:

Signature of Parent or Guardian

Date

PREPARED BY:

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